



MASSACHUSETTS INSTITUTE OF TECHNOLOGY
INVESTMENT MANAGEMENT COMPANY
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Cambridge, MA 02142

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January 27, 2020

Ms. Catherine Preston Connolly, Chair
Cambridge Planning Board
344 Broadway
Cambridge MA 02139

Via Hand Delivery

Reference: Request for Minor Amendment No. 3 Related to the Planned Unit Development Special Permit (PB#303, as amended to date, the “Special Permit”) for the MIT Kendall Square Initiative SoMa (the “Project”), Cambridge, MA

Dear Chair Connolly and Members of the Board:

The Massachusetts Institute of Technology (the “Applicant”) respectfully submits this request for Minor Amendment No. 3 to the Special Permit. The Minor Amendment request pertains to Condition 5.a., Traffic Mitigation and Monitoring Requirements only, and does not include any changes to the approved uses, the amount of approved GFA, or the GFA allocation between uses associated with the approved Special Permit. In addition to the request, we provide a status update for the satisfaction of traffic mitigation items.

Purpose

The objective of this Minor Amendment is to obtain City of Cambridge Planning Board (the “Board”) approval to modify the traffic mitigation item described as “Main Street/Vassar Street/Galileo Way Signals” and referenced under Appendix B to the Special Permit.

The modification proposed is for the Applicant to fund \$250,000 to be utilized for future traffic signal improvements planned by the City in lieu of the Applicant providing the signal upgrades directly. This modification is consistent with numerous communications and discussions between the Applicant and Traffic Parking and Transportation Department (TP&T) staff. The modification will allow the City to retain flexibility, better coordinate future streetscape redesign with signalization upgrades and secure more funds for this work than originally anticipated. It will also allow the Applicant to be in compliance with the traffic mitigation requirements that must be satisfied prior to the issuance of a Certificate of Occupancy for the first 300,000 SF of GFA of commercial development under the Special Permit.¹

¹ Applicant plans to request a certificate of occupancy for the first 300,000 SF of commercial building GFA this summer.



Background

The Board issued the Special Permit for the Project on May 17, 2016 (filed with the City Clerk on June 23, 2016). The Special Permit, as modified by two prior Minor Amendments (No. 1 dated April 17, 2017 and No. 2 dated July 18, 2017, respectively) approves the Planned Unit Development (PUD) Plan for the redevelopment of Kendall Square South of Main (SoMa).

Pursuant to Condition 5.a. of the Special Permit, the Applicant is required to implement certain traffic and infrastructure mitigation measures in accordance with the phased occupancy of the commercial buildings. Among these mitigation measures are requirements to construct certain improvements described in Appendix B to the Special Permit, under “Main Street/Vassar Street/Galileo Way” (the “Signal Upgrade”) as follows:

“Main Street/Vassar Street/Galileo Way Signals. Update traffic signal equipment by installing replacement equipment (i.e. controller conduit, mast arms, signal heads) and adjust signal timing changes, if necessary. Does not include changes to existing roadway configurations. Approximately \$150,000 estimated. Redesign and reconstruction of this intersection is in the item below.”²

In the fall of 2018, at the direction of TP&T staff, the Applicant conducted an analysis that took into consideration plans for a more comprehensive redesign of the Kendall Square streetscape (the “ALTA Plans”)³ that had been prepared on behalf of the Cambridge Redevelopment Authority. The Applicant and TP&T staff subsequently met to discuss traffic mitigation items several times. The purpose of these meetings was primarily to present MIT’s traffic and transportation engineer’s evaluation of the ALTA Plans and possible alternatives, to obtain TP&T’s feedback and direction primarily on the Signal Upgrades and discuss miscellaneous issues regarding other traffic mitigation items.

During the course of these meetings, the Applicant and TP&T concluded that the Signal Upgrade could not be completed in a manner consistent with the ALTA Plans without significant curb line modifications and major reconstruction. Furthermore, alternatives to the Signal Upgrade plan developed by the Applicant would dictate a more modest buffered bike lane improvement along Vassar Street and would still be at risk of conflicting and being incompatible with future signal upgrades envisioned by the ALTA Plans. To achieve the best outcome for bike lane

²“The item below” refers to the “Main Street/Vassar Street/Galileo Way Intersection Reconstruction” which is being implemented by Applicant under the City-approved “Cycle Track Extension Project.”

³ Kendall Square Streetscape Redesign (25% submittal plans) drafted by ALTA Planning & Design dated June 12, 2018 (the “ALTA Plans”), a copy of which is attached hereto as **Attachment 1**.

infrastructure and safety, the Applicant and TP&T agreed that the Signal Upgrades should be implemented at a later date. A copy of the commitment letter for the approved Vassar Street mitigation measures submitted by the Applicant to TP&T is included as **Attachment 2**.

In lieu of constructing the Signal Upgrade, TP&T and the Applicant have agreed that the Applicant will contribute \$250,000 (the “Signal Contribution”) for the City to construct the Signal Upgrade in coordination with construction of other roadway improvements that may be pursued by the City. Such a contribution will be delivered in accordance with and subject to the terms of any “Escrow Agreement” that is entered into by and between the Applicant and the City. Delivery of the Signal Contribution will satisfy in full the Applicant’s obligations with respect to the Signal Upgrade requirement of the Special Permit Conditions. A proposed draft of an Escrow Agreement is attached hereto as **Attachment 3**, and it remains subject to review and finalization by all parties.

Minor Amendment Request

The Applicant requests the following change as part of this request for Minor Amendment No. 3:

Condition No.	Current Requirement	Proposed Modification
5.a. (Appendix B): “Main Street/Vassar Street/Galileo Way Signals”	Update traffic signal equipment by installing replacement equipment (i.e. controller conduit, mast arms, signal heads) and adjust signal timing changes, if necessary. Does not include changes to existing roadway configurations. Approximately \$150,000 estimated. Redesign and reconstruction of this intersection is in the item below.	The Applicant will contribute \$250,000 (the “Signal Contribution”) for the City to construct the Signal Upgrade in coordination with the construction of other roadway improvements that may be pursued by the City. Such a contribution will be delivered in accordance with and subject to the terms of any applicable “Escrow Agreement” that is entered into by and between the Applicant and the City.

Summary of Public Benefits/Mitigation:

The following section highlights the traffic mitigation requirements that the Applicant has completed or expects will be completed and delivered in Q2 2020 pursuant to Condition 5.a. (Appendix B) of the Special Permit, including the subject Signal Contribution, if approved as a Minor Amendment.

- > Redesign and reconstruct Ames Street between Main Street and Memorial Drive, including an at-grade cycle track on the east side of the street;

- > Redesign and construct a reconfigured crossing at Memorial Drive and Ames Street to accommodate pedestrians and cyclists;
- > Update the traffic signal equipment at Ames Street and Main Street to accommodate a new cycle track;
- > Contribute \$250,000 as a Signal Contribution to the City pursuant to this Minor Amendment request and subject to approval by the Planning Board;
- > Design and construct the Cycle Track Extension project along Vassar Street to Main Street (refer to **Attachment 4**);
- > Finance the installation of two (2) Hubway Stations located at the intersections of Amherst Street and Carleton Street, and Amherst Street and Hayward Street;
- > Contribute \$175,000 to the City for Transit and Mobility Studies in Kendall Square;
- > Contribute \$75,000 to the City to advance the design of the Grand Junction multi-use path;
- > Reconstruct Amherst Street between Ames Street and Wadsworth Street;
- > Provide a loading dock and a traffic management plan for City approval and perform ongoing monitoring of operational issues that may arise; and
- > Commit to a transportation monitoring program and mitigation measures.

Conclusion

This Minor Amendment No. 3 will modify the language associated with Condition No. 5.a. (Appendix B): “Main Street/Vassar Street/Galileo Way Signals,” of the Special Permit and will memorialize the mutual understanding between TP&T and the Applicant of the Applicant’s fulfillment of this requirement.

We look forward to the opportunity to meet with the Board to discuss this request. Thank you for your consideration.

Very truly yours,

Michael Owu,
Authorized Signatory, Managing Director,
MIT Investment Management Company and not individually

Attachments

1. Excerpt of Kendall Square Streetscape Redesign (25% submittal plans) drafted by ALTA Planning & Design dated 06/12/2018
2. MIT/SoMa PB #303 Commitment Letter for the Approved Vassar Street Mitigation Measures dated 12/16/2019
3. Draft Escrow Letter dated 08/06/2019 (Exhibit B to above Commitment Letter)
4. Excerpt of Vassar Street Cycle Track Extension Final Design Plan dated 08/22/2019 (from Exhibit A to above Commitment Letter)

Attachment 1
 Excerpt of Kendall Square Streetscape
 Redesign (25% submittal plans) drafted
 by ALTA Planning & Design dated
 06/12/2018

**CAMBRIDGE
 KENDALL SQUARE STREETSCAPE**

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	1	62

PROJECT FILE NO.
TITLE SHEET & INDEX

PLAN OF
KENDALL SQUARE STREETScape REDESIGN

IN THE CITY OF
CAMBRIDGE
 MIDDLESEX COUNTY

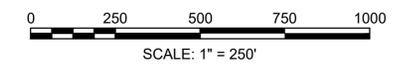
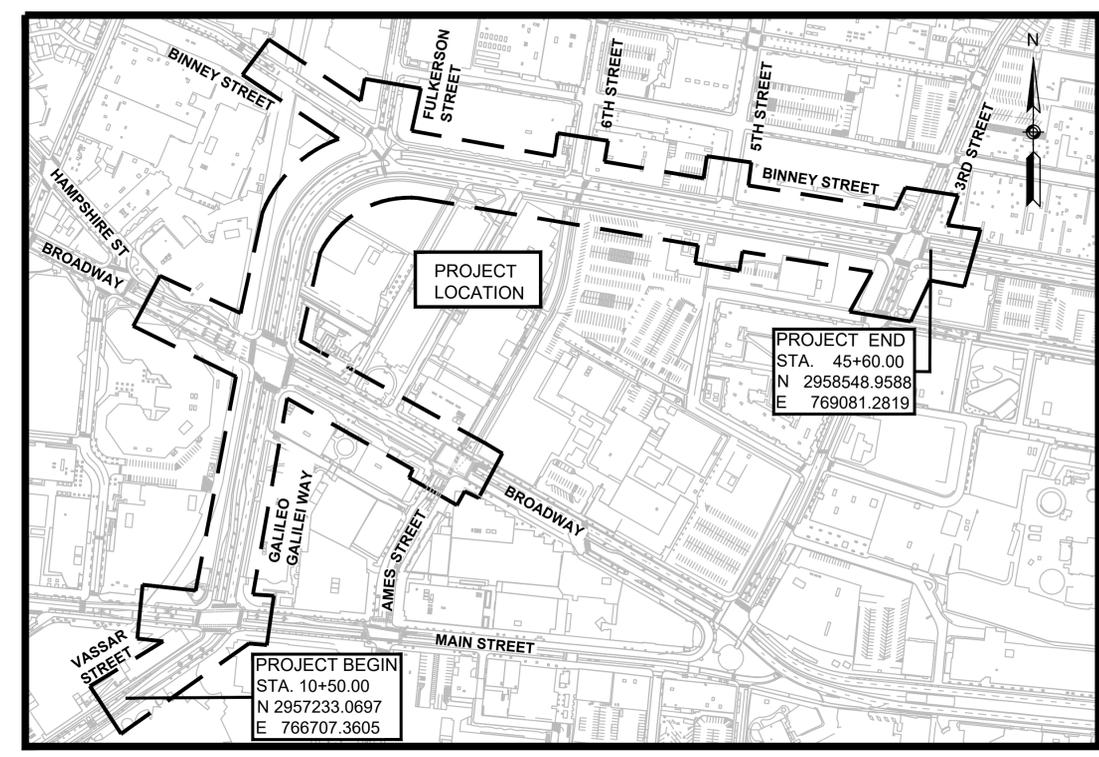
THE MASSACHUSETTS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES DATED 1988, AS AMENDED, THE SUPPLEMENTAL SPECIFICATIONS DATED JULY 1, 2015, THE OCTOBER 2017 CONSTRUCTION STANDARD DETAILS, THE 2015 OVERHEAD SIGNAL STRUCTURE AND FOUNDATION STANDARD DRAWINGS, MASSDOT TRAFFIC MANAGEMENT PLANS AND DETAIL DRAWINGS, THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS WITH MASSACHUSETTS AMENDMENTS, THE 1990 STANDARD DRAWINGS FOR SIGNS AND SUPPORTS, THE 1968 STANDARD DRAWINGS FOR TRAFFIC SIGNALS AND HIGHWAY LIGHTING, AND THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, WILL GOVERN.

REFER TO THE BASIS OF DESIGN AND THE LANDSCAPE VISION DOCUMENT FOR ADDITIONAL INFORMATION ON THE BASIS OF THE PROPOSED DESIGN.

25 SUBMITTAL

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET & INDEX
2	GENERAL NOTES
3	LEGEND & ABBREVIATIONS
4	KEY PLAN
5-7	TYPICAL SECTIONS
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16-23	EXISTING CONDITIONS
24-31	GENERAL PLAN
32-39	MARKING & SIGNING PLAN
40	TRAFFIC SIGN SUMMARY
41	TRAFFIC SIGNAL PLAN - MAIN ST @ VASSAR ST/GALILEO GALILEI WAY
42	TRAFFIC SIGNAL DATA - MAIN ST @ VASSAR ST/GALILEO GALILEI WAY
43	TRAFFIC SIGNAL PLAN - BROADWAY @ GALILEO GALILEI WAY
44	TRAFFIC SIGNAL DATA - BROADWAY @ GALILEO GALILEI WAY
45	TRAFFIC SIGNAL PLAN - FULKERSON ST @ BINNEY ST/GALILEO GALILEI WAY
46	TRAFFIC SIGNAL DATA - FULKERSON ST @ BINNEY ST/GALILEO GALILEI WAY
47-54	LANDSCAPE PLAN
55-62	MATERIAL AND SITE FURNISHING PLAN



LENGTH OF PROJECT = 5,512.00 FEET = 1.044 MILES

DESIGN DESIGNATION (GALILEO GALILEI WAY BINNEY STREET)

DESIGN SPEED	25 MPH
ADT (2016)	14,000
K	9
D	52 EB
T (PEAK HOUR)	5
DHV	1,250
DDHV	650 EB
FUNCTIONAL CLASSIFICATION	URBAN MINOR ARTERIAL

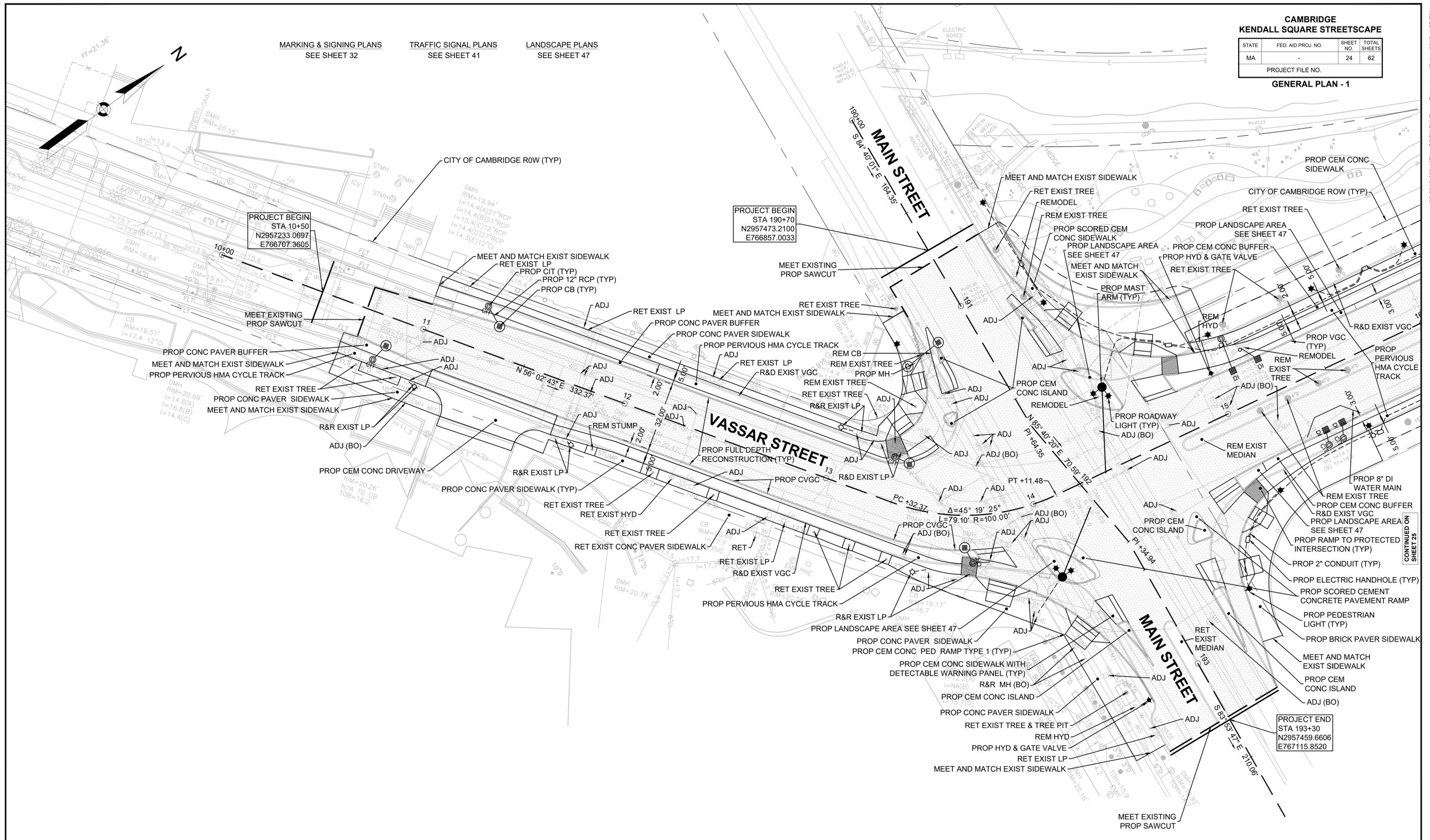


DATE	DESCRIPTION	REV

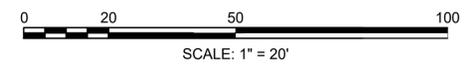
MARKING & SIGNING PLANS
SEE SHEET 32

TRAFFIC SIGNAL PLANS
SEE SHEET 41

LANDSCAPE PLANS
SEE SHEET 47

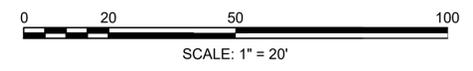
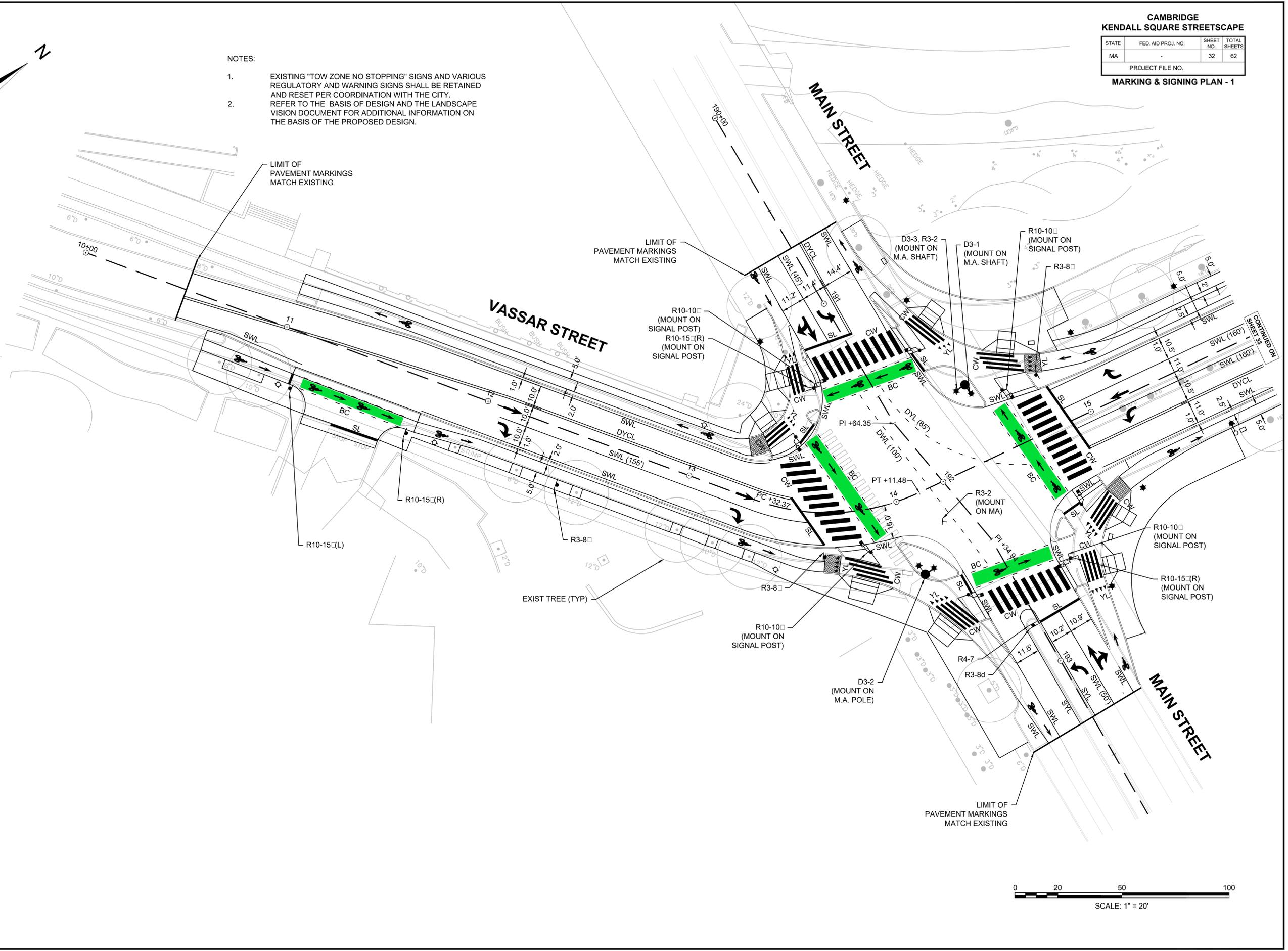
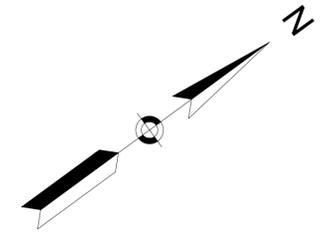


- NOTES:
- EXISTING LIGHTING CONDUITS, LIGHTING HANDHOLES, AND LIGHT POLES WITHIN PROJECT LIMITS TO BE REMOVED AND DISPOSED, UNLESS NOTED OTHERWISE.
 - REFER TO THE BASIS OF DESIGN AND THE LANDSCAPE VISION DOCUMENT FOR ADDITIONAL INFORMATION ON THE BASIS OF THE PROPOSED DESIGN.



CONTINUED ON
 SHEET 25

- NOTES:
- EXISTING "TOW ZONE NO STOPPING" SIGNS AND VARIOUS REGULATORY AND WARNING SIGNS SHALL BE RETAINED AND RESET PER COORDINATION WITH THE CITY. REFER TO THE BASIS OF DESIGN AND THE LANDSCAPE VISION DOCUMENT FOR ADDITIONAL INFORMATION ON THE BASIS OF THE PROPOSED DESIGN.



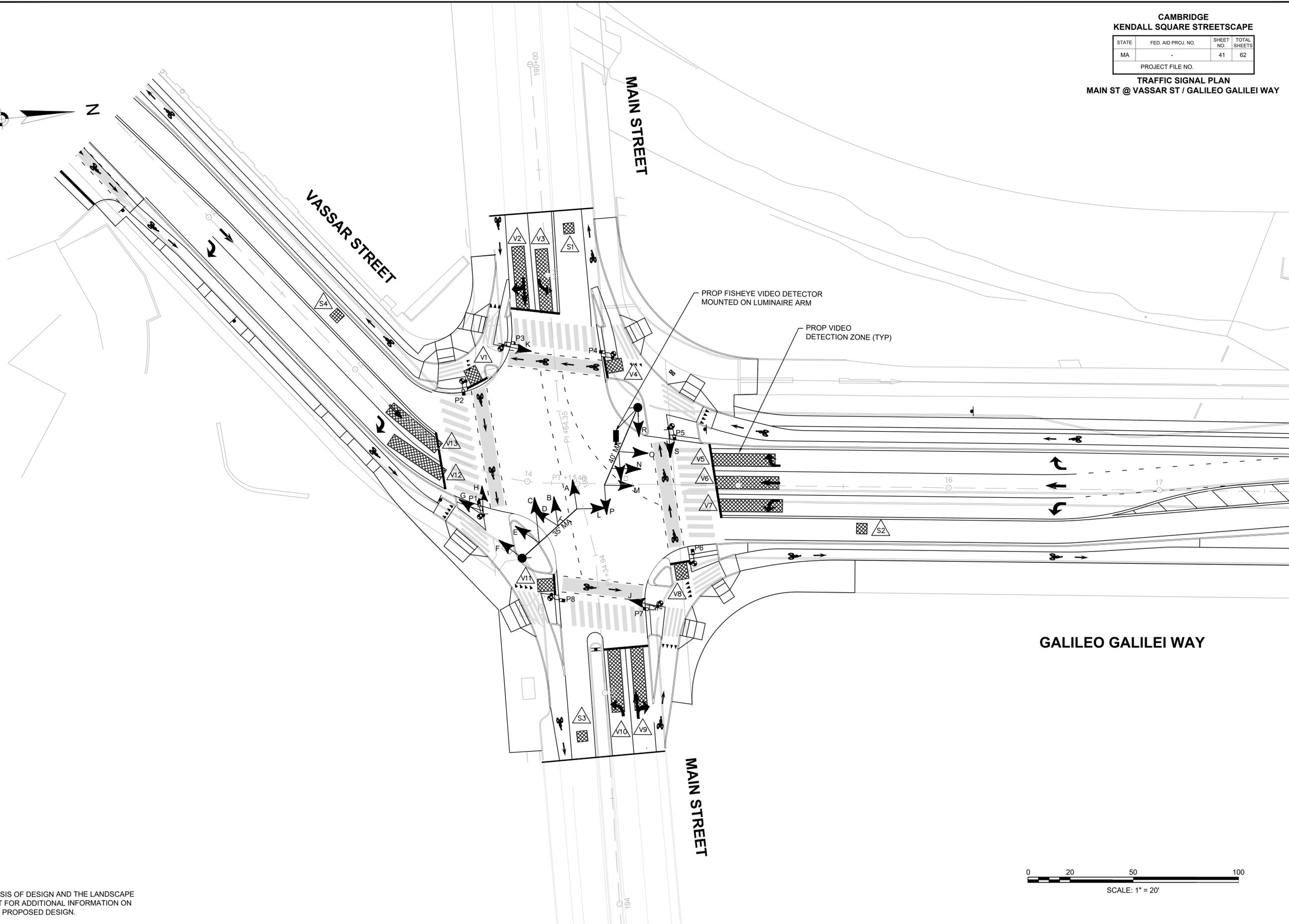
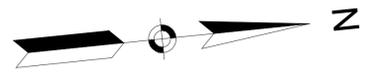
CAMBRIDGE
KENDALL SQUARE STREETScape

STATE	FED. AID PROJ. NO.	SHEET NO.	TOTAL SHEETS
MA	-	41	62

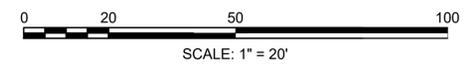
PROJECT FILE NO.
TRAFFIC SIGNAL PLAN

MAIN ST @ VASSAR ST / GALILEO GALILEI WAY

00-2016-288_TSP_LAYOUT.DWG Picked on 12-Jun-2018 2:53 PM



NOTES:
1. REFER TO THE BASIS OF DESIGN AND THE LANDSCAPE VISION DOCUMENT FOR ADDITIONAL INFORMATION ON THE BASIS OF THE PROPOSED DESIGN.





MASSACHUSETTS INSTITUTE OF TECHNOLOGY
INVESTMENT MANAGEMENT COMPANY
One Broadway, 9th Floor, Suite 200
Cambridge, MA 02142

P: 617-253-4900
www.mitimco.org

December 16, 2019

Joseph E. Barr, Director
Traffic, Parking & Transportation (“TP&T”)
City of Cambridge
344 Broadway
Cambridge, MA 02139

Re: MIT/SoMa PB #303 Commitment Letter for the Approved Vassar Street Mitigation Measures

Dear Joe,

Pursuant to the Notice of Decision known as PB #303 dated June 23, 2016 (the “SoMa Special Permit”) issued by the City of Cambridge Planning Board (“PB”), the Massachusetts Institute of Technology (“MIT”) is required to implement certain traffic and infrastructure mitigation measures as a condition to its construction and operation of the so-called “SoMa” portion of the MIT Kendall Square redevelopment. Among these mitigation measures are requirements to construct certain improvements in and along Vassar Street near its intersection with Main Street and Galileo Way (the “Intersection”), including, specifically, the following two requirements:¹

1. **Main Street/Vassar Street/ Galileo Way Intersection Reconstruction.** MIT must evaluate the feasibility of designing and reconstructing the Intersection to improve the existing bicycle, bus, and pedestrian conditions and, only if determined feasible by the City, carry out such design and reconstruction (the “Intersection Improvement Requirement”). Plans for such improvements were subject to City approval, but were specifically contemplated to include “minor curb changes, new/replacement street signs, [and] pavement markings.”
2. **Main Street/Vassar Street/Galileo Way Signals.** MIT must update traffic signal equipment “by installing replacement equipment (i.e. controller conduit mast arms, signal heads) and adjust signal timing changes, if necessary” (the “Signal Upgrade”). The Signal Upgrade specifically excludes any requirement to change the existing roadway configuration, and was estimated to cost a total of approximately \$150,000.

The purpose of this Letter is to summarize our mutual understanding regarding these two requirements and to advise you that MIT intends to pursue a Minor Amendment Request for the

¹ Each requirement must be satisfied prior to the issuance of a Certificate of Occupancy for commercial development comprising over 300,000 sf of Gross Floor Area (the date of issuance of such Certificate of Occupancy, the “Delivery Date”).

SoMa Special Permit to memorialize our agreement. As set forth below, MIT has already satisfied the Intersection Improvement Requirement, and by this Letter further commits to constructing certain improvements to the cycle track in the vicinity of the Intersection. Due to conflicts between MIT's special permit requirement and the City's long-term plans for intersection improvements, MIT has agreed to fund into escrow funds necessary for the City to complete the Signal Upgrade at the appropriate time rather than completing the Signal Upgrade work itself.

1. Satisfaction of the Intersection Improvement Requirement

As of the date hereof, MIT has satisfied the Intersection Improvement Requirement. In 2018, MIT engaged VHB to analyze the feasibility of redesigning and reconstructing the Intersection to improve bicycle, bus, and pedestrian conditions. As directed by City staff, VHB's analysis took into consideration plans for a more comprehensive redesign of the Kendall Square streetscape (the "ALTA Plans")² that had been prepared by a different design and engineering team on behalf of the Cambridge Redevelopment Authority. Because the ALTA Plans included a major redesign and reconstruction of the Intersection and adjacent roadways (comprising reconstructed curbing, sidewalks, wheelchair ramps and underground infrastructure) that far exceeded the scale and scope of the "minor" curb changes and other improvements referenced in the SoMa Special Permit, VHB concluded the ALTA Plans conflicted with the Intersection Improvement Requirement.

VHB and MIT presented this conclusion to TP&T at a meeting on October 29, 2018 (the "October 2018 Meeting"). At subsequent meetings, TP&T concurred with VHB's conclusion and, based in part on the feasibility analysis, indicated that reconstructing the Intersection in accordance with the ALTA Plans and satisfying the existing SoMa Special Permit requirements was not feasible.

MIT and City staff have moved forward since the October 2018 Meeting with the shared goal of developing alternative improvements that could be constructed in lieu of a full-scale Intersection redesign to address safety concerns. In a meeting on November 19, 2018 MIT presented TP&T with potential options for such improvements that would not impede the potential future implementation of the ALTA Plans. MIT and VHB subsequently developed iterations of the options with conceptual cost estimates for further consideration by TP&T. Based on feedback and comments from TP&T, the project team focused on a couple of options and presented those to TP&T on February 7, 2019. TP&T expressed a preference for MIT to develop plans to raise the cycle track (to sidewalk grade) along the stretch of the existing bike lane from the east end of Vassar Street to its intersection with Main Street (the "Cycle Track Improvements") and perform associated curb and utility work. At a meeting

² Kendall Square Streetscape Redesign (25% submittal plans) drafted by ALTA Planning & Design dated June 12, 2018 (the "ALTA Plans").

on May 30, 2019, TP&T reviewed such preliminary drawings for the Cycle Track Improvements and gave its support to proceed with developing construction drawings for final City approval.

By this Letter, MIT confirms its commitment to construct the Cycle Track Improvements in accordance with the plans prepared by VHB entitled, “Cycle Track Extension Project: Vassar Street between Massachusetts Avenue and Main Street” dated July 2, 2019, a copy of which is attached hereto as **Exhibit A**. In connection with such construction, MIT has engaged a contractor to complete the work, which is expected to commence in January 2020. MIT will coordinate with City staff to obtain all necessary permits and approvals, and will comply with all such approvals and applicable laws, ordinances, rules and regulations.

2. Completion of Signal Upgrade.

VHB reviewed the ALTA Plans and, together with TP&T, concluded that the Signal Upgrade could not be completed in a manner consistent with the ALTA Plans. Such construction would require significant curb line modifications and major reconstruction and, as noted above, the Signal Upgrade requirement specifically excludes any requirement to change the existing roadway configuration. An alternative presented by VHB reflecting a more limited scope for the Signal Upgrade was determined to be at risk of conflicting and being incompatible with future signal upgrades envisioned by the ALTA Plans. Therefore, TP&T requested that MIT not complete the Signal Upgrade at this time.

In lieu of constructing the Signal Upgrade, TP&T has indicated agreement to an arrangement where MIT contributes \$250,000 (the “**Signal Contribution**”) for the City to construct the Signal Upgrade at a later date. This would enable the construction to be completed in coordination with construction of other roadway improvements that may be pursued by the City. Although a Signal Contribution was not explicitly contemplated in the SoMa Special Permit requirement for the Signal Upgrade, an estimate of the cost of such upgrades was indicated at approximately \$150,000. The proposed Signal Contribution is well above this amount. The contribution would be delivered in accordance with and subject to the terms of an “**Escrow Agreement**” to be entered into by and between MIT and the City. Delivery of the Signal Contribution would satisfy in full MIT’s obligations with respect to the Signal Upgrade. A proposed draft of the Escrow Agreement is attached hereto as **Exhibit B**, which remains subject to review and finalization by all parties.

In light of the technical differences between the Special Permit requirement for the Signal Upgrade and the ALTA Plans and in light of our productive discussions with TP&T, we plan to submit a Minor Amendment Request to the Planning Board in the New Year to memorialize the Signal Contribution solution.

Re: MIT/SoMa PB #303 Commitment Letter - Vassar Street Mitigation
December 16, 2019
Page 4 of 4

We appreciate your cooperation and all of the effort that you and your staff have invested in these important improvements to Kendall Square. We look forward to receiving a Minor Amendment and to proceeding with the Cycle Track Improvements and Signal Contribution soon.

Sincerely,

Massachusetts Institute of Technology



Michael Owu
Managing Director of
MIT Investment Management Company
Email: mowu@mitimco.mit.edu

Cc: Ryan Pace (by email; rpace@mitimco.mit.edu)
Xuan Phan (by email; mphan@mitimco.mit.edu)

Exhibit A – Cycle Track Plans

Exhibit B – Draft Escrow Agreement

[INSERT MIT LETTERHEAD]

_____, 2019

VIA HAND DELIVERY

City of Cambridge
795 Massachusetts Avenue
Cambridge, Massachusetts 02139
Attention: Louis A. DePasquale, City Manager

RE: Escrow Agreement by and between the City of Cambridge (“City”) and the Massachusetts Institute of Technology (“MIT”) (the “Escrow Letter”), with respect to Main Street/Vassar Street/Galileo Way Signal Upgrade

Dear Mr. DePasquale:

As set forth in this Escrow Letter, the City and MIT set forth the following terms and conditions relating to the establishment of an Escrow Fund in connection with certain commitments set forth in that certain Letter from Michael Owu of MIT to Joe Barr of the City of Cambridge Traffic, Planning and Transportation Department dated December , 2019 (the “**Commitment Letter**”) regarding the so-called “**Signal Upgrade**” (at Main Street/Vassar Street/Galileo Way). Capitalized terms used herein, but not otherwise defined, shall have the meanings given to them in the Commitment Letter.

Pursuant to the Commitment Letter, MIT agrees that it shall fund, or cause to be funded, in the aggregate (and as more specifically set forth below), costs and expenses up to Two Hundred Fifty Thousand Dollars (\$250,000.00) that are incurred in connection with the design and construction of the Signal Upgrade. Further, pursuant to said Commitment Letter, MIT, on _____, 2019, deposited with Marsh, Moriarty, Ontell & Golder, PC (the “**Escrow Agent**”) the sum of \$250,000.00 (the “**Escrow Funds**”). The Escrow Funds (as defined herein) are intended to be utilized to reimburse the City for any and all costs associated with the planning and design of the Signal Upgrade. MIT and the City, by countersigning this Escrow Letter, agree to the depositing of the Escrow Funds with the Escrow Agent and to the Escrow Agent holding and disbursing the Escrow Funds in accordance with the provisions of this Escrow Letter. The Escrow Agent, by countersigning this Escrow Letter, acknowledges receipt of the Escrow Funds and agrees to hold and disburse the same, as well as any and all Escrow Funds described herein, in accordance with the provisions of this Escrow Letter. MIT and the City further acknowledge and agree that by depositing the Escrow Funds in accordance with this Escrow Letter, MIT has satisfied any and all obligations with respect to the Signal Upgrade (at Main Street/Vassar Street/Galileo Way) as set forth in that certain Notice of Decision known as PB #303 dated June 23, 2016 (the “**SoMa Special Permit**”) issued by the City of Cambridge Planning Board and as further described in the Commitment Letter.

More specifically, by countersigning this letter, MIT, the City and, where applicable, the Escrow Agent, agree as follows:

1. Establishment of Escrow Account. As of the date hereof, MIT and the City hereby authorize Escrow Agent to deposit the Escrow Funds into a segregated account (the “**Escrow Account**”) to be held and disbursed by Escrow Agent strictly in accordance with the provisions of this Agreement. The Escrow Account shall be a federally insured interest-bearing account and any and all interest and other earnings on the Escrow Funds while held in the Escrow Account shall be added to, and be deemed to be a part of, the Escrow Funds. The Escrow Funds may not be commingled with other funds of the Escrow Agent.

2. Disbursement of Funds from Escrow Account. Escrow Agent will hold any and all Escrow Funds in the Escrow Account until authorized as set forth in this Section 2 to deliver the Escrow Funds to the City. As the planning and design of the Signal Upgrade progresses, the City shall be entitled, from time to time during the term of this Escrow Letter, to submit to Escrow Agent (with a copy delivered to MIT) draw requests requesting the disbursement of stated sums from the Escrow Account (the “**Draw Request**”) to reimburse the City for costs and expenses incurred by the City in connection with the planning, design and/or construction of the Signal Upgrade (such costs, the “**Signal Costs**”). Each Draw Request shall include therewith copies of reasonably detailed invoices identifying the nature of the Signal Costs incurred by the City. The Escrow Agent shall disburse the amount of each Draw Request to the City within five (5) business days of the City’s delivery of a Draw Request to the Escrow Agent.

3. Completion Certificate. Upon the completion of the planning, design and/or construction of the Signal Upgrade, the City shall deliver an acknowledgement of such completion to MIT and the Escrow Agent. Thereafter, MIT shall be authorized to request remittance from the Escrow Agent of any remaining Escrow Funds then held in the Escrow Account. Thereafter, the Escrow Agent shall, upon the written request by MIT, immediately disburse such remaining Escrow Funds to an account or other instructions specified by MIT.

4. Limitation of Escrow Agent Responsibility. Notwithstanding anything to the contrary contained herein, MIT and the City hereby agree and acknowledge that Escrow Agent shall only be obligated to comply with the terms of this Escrow Letter and any other joint written instructions provided to it by MIT and the City or a Final Determination (as defined below).

5. Escrow Agent Responsibility/Fee. Escrow Agent shall not be responsible for: (i) the sufficiency or correctness as to form or the validity of any release instruction deposited with Escrow Agent; or (ii) the manner of execution of the release instruction. MIT shall pay to Escrow Agent a reasonable fee customarily charged by Escrow Agent in connection with the services provided by Escrow Agent under this Escrow Letter upon the opening of this transaction, not to exceed [\$1,500], and shall be responsible for any of Escrow Agent’s reasonable out-of-pocket expenses incurred in connection with this Escrow Letter.

6. Conflicting Notices, Claims, Demands or Instructions. If at any time Escrow Agent shall receive conflicting notices, claims, demands or instructions with respect to any Draw Request

or the Escrow Funds, Escrow Agent may refuse to make any distribution or payment and may retain the Escrow Funds in its possession until it shall have received instructions in writing signed by all parties in interest, or until directed in a Final Determination (as defined below), whereupon Escrow Agent shall make such disposition in accordance with such instructions or such order. As used herein, a “**Final Determination**” shall mean a final, non-appealable order of a court of competent jurisdiction.

7. Right to Interplead. MIT and the City hereby acknowledge that Escrow Agent has the right to file an action in interpleader requiring MIT and the City to answer and litigate their several claims and rights among themselves and Escrow Agent is authorized to deposit with the clerk of the court all documents and funds held in this escrow.

8. Termination. This Escrow Letter shall terminate immediately upon the earlier to occur of: (i) release of all Escrow Funds from the Escrow Account in accordance with the terms and conditions set forth herein; and (ii) _____, 20__ (provided, however, such date shall automatically be extended by a reasonable period of time (as reasonably determined by MIT) not to exceed one year if, upon such date, construction of the improvements has commenced and is continuing in a reasonably expeditious manner), in which event any remaining Escrow Funds in the Escrow Account shall be returned to MIT. Following the termination of this Escrow Letter in accordance with this Section 8, neither party shall have any further obligations or liability hereunder, except for such obligations and/or liabilities set forth herein as may expressly survive the termination of this Escrow Letter.

9. Escrow Agent's Resignation. The Escrow Agent (and any successor Escrow Agent) may at any time resign by giving notice in writing to MIT and the City, and the Escrow Agent shall be discharged from its duties hereunder upon the appointment of a successor Escrow Agent as hereinafter provided. In the event of any such resignation, a successor Escrow Agent shall be appointed by written consent of MIT and the City. Any successor Escrow Agent shall deliver to MIT and the City a written instrument accepting the appointment hereunder, and thereupon it shall succeed to all the rights and duties of the Escrow Agent hereunder and shall be entitled to receive all assets then held by the predecessor Escrow Agent hereunder and shall hold and disburse the Escrow Funds in accordance with the terms hereof.

10. Notices. All notices, requests, demands and other communications (each, a “**notice**”) required or permitted under this Escrow Letter shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by overnight delivery using a nationally recognized overnight courier; (ii) by personal delivery; or (iii) by email with a PDF attachment with a copy thereof transmitted to the recipient by one of the means described in clauses (i) or (ii) of this Section 11. Notice sent in the manner hereinabove described in clauses (i), (ii) or (iii) of this Section 11 shall be effective upon receipt or rejection of such notice. A party's address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Any notice may be sent on behalf of a party by its counsel.

Louis A. DePasquale

_____, 2019

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If to the City:

City of Cambridge
795 Massachusetts Avenue
Cambridge, Massachusetts 02139
Attn: City Manager

With a copy to:

City of Cambridge
795 Massachusetts Avenue
Cambridge, Massachusetts 02139
Attn.: City Solicitor

City of Cambridge
147 Hampshire Street
Cambridge, MA 02139
Attn: City Engineer

Joseph E. Barr, Director
Traffic, Parking & Transportation
City of Cambridge
344 Broadway
Cambridge, MA 02139

If to MIT:

c/o MIT Investment Management Company
One Broadway, 9th Floor, Suite 200
Cambridge, Massachusetts 02142
Attn: Senior Vice President, Real Estate
Email: smarsh@mitimco.mit.edu

With a copy to:

c/o MIT Investment Management Company
One Broadway, 9th Floor, Suite 200
Cambridge, Massachusetts 02142
Attn: Director, Real Estate Services
Email: rpacer@mitimco.mit.edu

with an additional copy to: relegal@mitimco.mit.edu

If to Escrow Agent:

Marsh Moriarty Ontell & Golder, PC
18 Tremont Street, Suite 900
Boston, Massachusetts 02210
Attn: Michael H. Marsh, Esq.
Email: mmarsh@mmoglaw.com

11. Exculpation. In no event shall any direct or indirect officer, director, employee, trustee, shareholder, member, manager, investor, partner, principal, parent, subsidiary or other affiliate of any party hereunder have any liability for any obligations of MIT or the City arising out of or in connection with this Escrow Letter. Notwithstanding anything to the contrary contained in this Escrow Letter, MIT's liability under this Escrow Letter shall not exceed, from time to time, an amount equal to amounts then actually on deposit in the Escrow Account. The City agrees to look solely to the Escrow Funds for the satisfaction of any liability or obligation

Error! Unknown document property name.

arising under this Escrow Letter, or for the performance of any of the covenants or obligations of MIT hereunder, and further agrees not to sue or otherwise seek to enforce any personal obligation against MIT or any of the aforementioned persons with respect to any matters arising out of or in connection with this Escrow Letter; provided, however, that nothing in this sentence shall be construed so as to prohibit the City from enforcing the provisions of the City of Cambridge Zoning Ordinance, or the terms and conditions of the SoMa Special Permit (as amended or modified from time to time) or any other applicable federal, state or local laws, rules or regulations.

12. Entire Agreement. This Escrow Letter contains the entire agreement among the parties with respect to the specific subject matter addressed herein, and merges all prior negotiations, agreements and understandings, if any, other than those stated herein, with respect to the specific matters addressed herein. Escrow Agent is not a party to and shall not be bound by any agreement related hereto other than this Escrow Letter. Escrow Agent shall act as a depository only under this Escrow Letter, and shall not be required to take notice of any default or breach of warranty under any agreements relating hereto. This Escrow Letter may be amended, and the observance of any term to this Escrow Letter may be waived, only by a written instrument signed by all of the parties hereto.

13. Severability. If any provision of this Escrow Letter is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall not affect any other provision of this Escrow Letter, which shall remain in full force and effect to the maximum extent possible. The parties will endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provision with a valid provision, the effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision

14. Counterparts. This Escrow Letter may be executed in counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute a single agreement. Facsimile or electronic signatures hereon shall have the same validity as original signatures.

15. Governing Law. This Escrow Letter shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without regard to the conflicts of laws rules of any jurisdiction.

16. No Third-Party Beneficiaries. This Escrow Letter is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person, including without limitation, any consultants or contractors, shall have any third-party beneficiary rights, express or implied, by virtue of the parties entering this Escrow Letter.

17. Statement of Non-Partnership. This Escrow Letter is not intended and shall not be deemed to create any relationship of partnership, joint venture or agency between the parties, or any of them, nor to create any fiduciary duty or obligation of any party to the other parties.

Louis A. DePasquale

_____, 2019

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18. Waiver. The waiver at any time by any of the parties of any of its rights with respect to a default or other matter arising in connection with this Escrow Letter shall not be deemed a waiver with respect to any subsequent default or other matter.

By countersigning this Escrow Letter in the space provided below, you hereby agree to be bound by the terms and provisions of this Escrow Letter.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Thank you.

Very truly yours,

**MASSACHUSETTS INSTITUTE OF
TECHNOLOGY**

By: _____
Name: Seth D. Alexander
Title: Authorized Signatory

AGREED TO AND ACCEPTED BY:

CITY OF CAMBRIDGE

By: _____
Name: Louis A. DePasquale
Title: City Manager

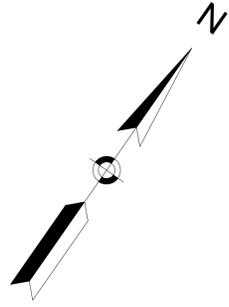
Agreed to as to form:

By: _____
Name: Nancy E. Glowa
Title: City Solicitor

**MARSH MORIARTY ONTELL
& GOLDER, PC**

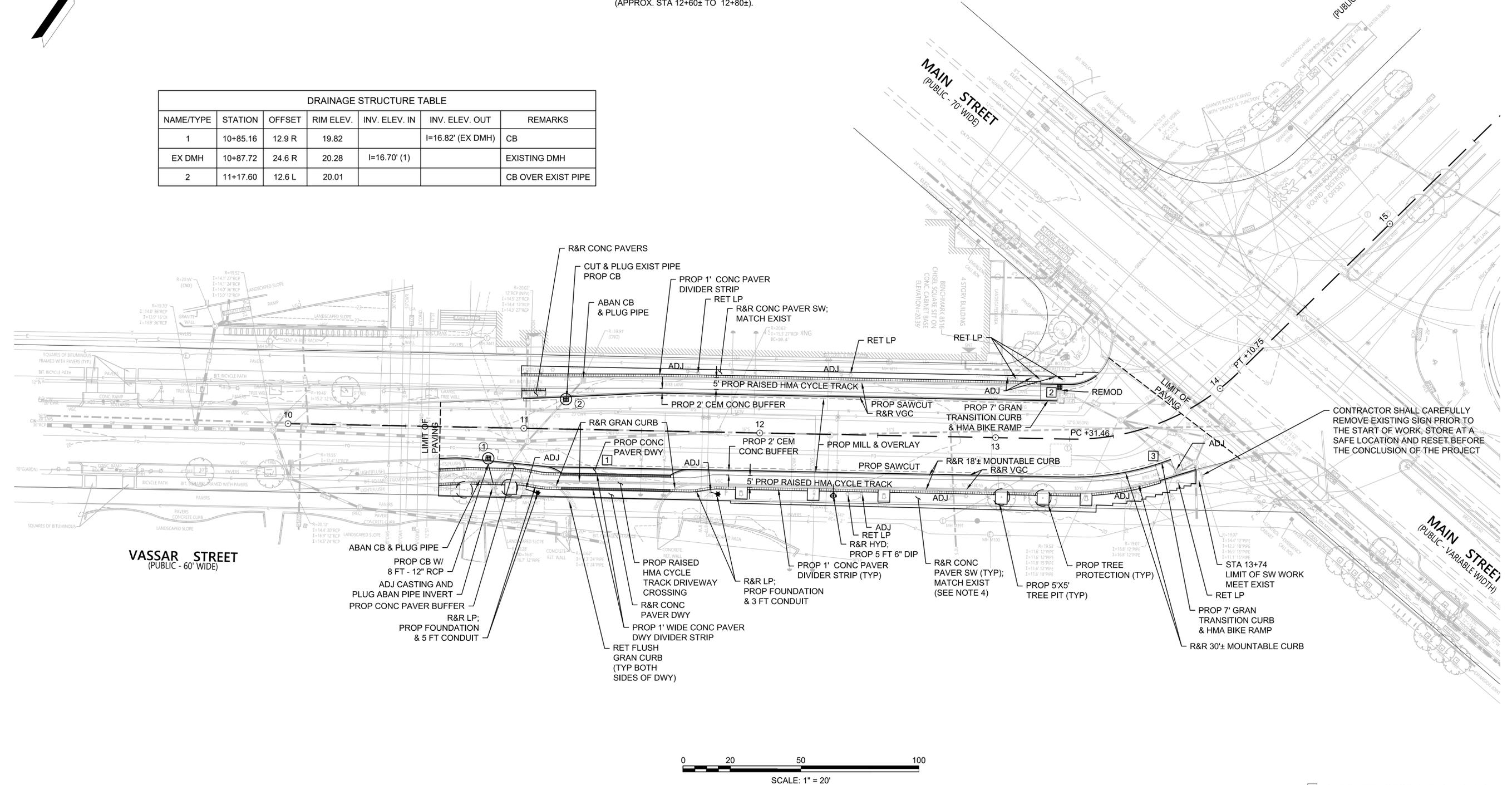
By: _____
Name: Michael H. Marsh
Title: President

GALILEO GALILEI WAY
(PUBLIC - 100' WIDE) (AKA THE WESTERN CONNECTOR)

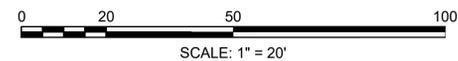


- NOTE:
1. AN EXISTING IRRIGATION LINE WITH LIMITED COVER IS LOCATED BEHIND THE EXISTING CURB LINE. THE CONTRACTOR SHALL TAKE CARE WHEN REMOVING THE EXISTING CURBING TO AVOID DAMAGING THE EXISTING IRRIGATION LINE AND SHALL COORDINATE REPAIRS AND RELOCATION, IF NECESSARY, WITH THE MIT CAMPUS PLANNING DEPARTMENT.
 2. THE LIMIT OF WORK SHOWN ON THE SIDEWALK IS APPROXIMATE. CONCRETE PAVERS SHALL BE REMOVED AND RESET AT EXISTING JOINTS TO MATCH THE EXISTING GRID PATTERN.
 3. CONCRETE PAVERS SHALL BE RESET OR REPLACED AS REQUIRED TO MATCH THE EXISTING RANDOM COLOR PATTERN.
 4. PROTECT AND MAINTAIN OR RESET DISTURBED PAVERS AS REQUIRED - SEE SHEET 15 DOCUMENTING EXISTING CONDITIONS.
 5. ALL EXISTING TREES, STUMPS, AND TREE PITS SHALL BE RETAINED. THE MIT CAMPUS PLANNING DEPARTMENT IS PROPOSING TO REPLACE ALL TREES ALONG VASSAR STREET IN SPRING 2020 AS A SEPARATE PROJECT. TREE PITS TO BE LEVELED OFF WITH 3/4 INCH DOUBLE WASHED STONE.
 6. THE CONCRETE BUFFER SHALL BE 6" IN THE MOUNTABLE CURB LOCATION (APPROX. STA 12+60± TO 12+80±).

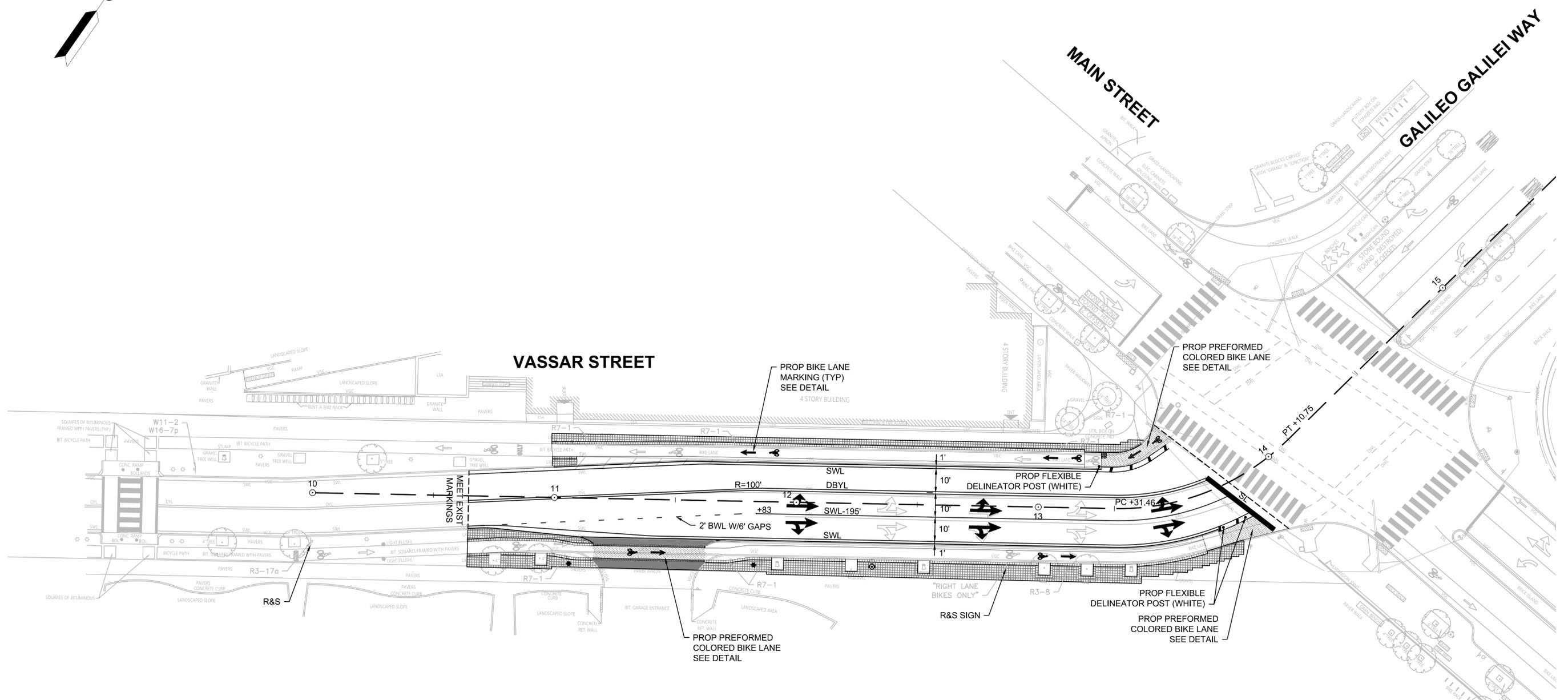
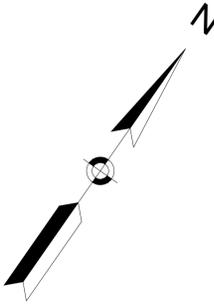
DRAINAGE STRUCTURE TABLE						
NAME/TYPE	STATION	OFFSET	RIM ELEV.	INV. ELEV. IN	INV. ELEV. OUT	REMARKS
1	10+85.16	12.9 R	19.82		I=16.82' (EX DMH)	CB
EX DMH	10+87.72	24.6 R	20.28	I=16.70' (1)		EXISTING DMH
2	11+17.60	12.6 L	20.01			CB OVER EXIST PIPE



CONTRACTOR SHALL CAREFULLY REMOVE EXISTING SIGN PRIOR TO THE START OF WORK, STORE AT A SAFE LOCATION AND RESET BEFORE THE CONCLUSION OF THE PROJECT



SEE SHEET 16 FOR BIKE RAMP AND DRIVEWAY DETAILS



- CONSTRUCTION NOTES**
- WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
 - ALL PAVEMENT MARKINGS SHALL BE REFLECTORIZED THERMOPLASTIC. ALL BICYCLE PAVEMENT MARKING LEGENDS SHALL BE REFLECTORIZED PREFORMED THERMOPLASTIC, UNLESS OTHERWISE NOTED.
 - BICYCLE LANES, IN AREAS DESIGNATED ON THE PLANS, SHALL BE COLORED (GREEN) PRE-FORMED THERMOPLASTIC.
 - WHERE EXISTING PAVEMENT MARKINGS ARE DIFFERENT THAN PROPOSED MARKINGS SHOWN, REMOVE BY AN APPROVED METHOD.
 - ALL EXISTING SIGNS WITHIN THE PROJECT LIMITS SHALL BE RETAINED UNLESS OTHERWISE NOTED.

